DOCUMENT RESUME

ED 070 437 JC 730 010

AUTHOR Hankin, Joseph N.; Angell, G. W.
TITLE [Collective Bargaining in Junior Colleges.]
PUB DATE 27 Oct 72
NOTE 16p.; Papers presented at conference sponsored by the Junior College Council of the Middle Atlantic States on Collective Bargaining in the Community College

EDRS PRICE MF-$0.65 HC-$3.29
DESCRIPTORS *Arbitration; *Collective Bargaining; *College Faculty; Educational Policy; Faculty; Governance; Junior Colleges; Post Secondary Education; Power Structure; Speeches; *Teacher Militancy; Teacher Strikes; Teacher Welfare; *Unions

ABSTRACT

Two papers comprise this document: "Alternatives to Collective Bargaining" and "Collective Bargaining in Two-Year Colleges: Problems and Trends." The first paper, by Joseph N. Hankin, presents the thesis that there is no alternative to collective bargaining but that attention should be focused instead on who represents the faculty on which issues. The major potential bargaining representatives (faculty senate, AAUP, NEA, and AFT) are examined, and the conclusion is reached that, since the few differences between them are growing smaller, it does not matter which is chosen as bargaining representative. Fifteen issues involving working conditions and educational policies are listed as examples of the problems over which faculties must decide who has authority. The second paper, by G. W. Angell, presents in outline form: (1) objectives of the public employees' fair employment laws; (2) analysis of 1972 (spring) working conditions for faculties in New York State Community colleges; (3) current bargaining issues (teaching load, office hours, leaves with pay, tenure, special expenses, insurance, and retirement provision); (4) areas of concern (questions concerning the college's ability to retain its integrity in the face of internal and societal pressures); (5) common goals (possibly trends); and (6) obstacles. (KM)

ED 070437

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL OFFICE OF EDUCATION POSITION OR POLICY.

[COLLECTIVE BARGAINING IN JUNIOR COLLEGES]

Joseph N. Hankin
G. W. Angell

JC 730 010

Two papers presented at a conference sponsored by the Junior College Council of the Middle Atlantic States on Collective Bargaining in the Community College.

October 27, 1972

UNIVERSITY OF CALIF.
LOS ANGELES

JAN 19 1973

CLEARINGHOUSE FOR
JUNIOR COLLEGE
INFORMATION

"ALTERNATIVES TO COLLECTIVE BARGAINING"

BY JOSEPH N. HANKIN

I WISH TO TALK TODAY ABOUT NOT ONLY THE ALTERNATIVES TO COLLECTIVE BARGAINING BUT THE ALTERNATIVES WITHIN COLLECTIVE BARGAINING AND TO END THIS TALK BY FOCUSING UPON A PRIMARY ISSUE WHICH UNLESS IT IS RESOLVED MAY WELL TEND TO RESTRICT WHATEVER ALTERNATIVES WE HAVE.

AT THE OUTSET I SHOULD LIKE TO MAKE A DISTINCTION BETWEEN THE PHRASES "PARTICIPATORY DEMOCRACY" AND "SHARED AUTHORITY." "PARTICIPATORY DEMOCRACY" INVOLVES ALL PARTIES BUT THE FINAL DECISIONS ARE MADE BY EITHER THE COLLEGE ADMINISTRATION OR BY THE BOARD OF TRUSTEES. OF COURSE, THESE MAY BE OVERTURNED IN THE COURTS AND THE FINAL DECISION RESTS THERE. IN "SHARED AUTHORITY," HOWEVER, ALL PARTIES MUST COME TO COMMON AGREEMENT BEFORE FINAL DECISIONS ARE RENDERED. COLLECTIVE BARGAINING IS A FORM OF SHARED AUTHORITY. IN OTHER WORDS, THE DIFFERENCES IN DEFINITION REALLY ARE AN ALLOCATION OF AUTHORITY ISSUE WITH HOPEFULLY THE MOST COMPETENT PARTY MAKING THE DECISIONS WHICH REST IN SPECIFIC AREAS OF THEIR COMPETENCE AND DECISIONS WHICH AFFECT BOTH PARTIES BEING MADE JOINTLY. NOW ALL WE HAVE TO DO IS TO DETERMINE WHICH IS THE MOST COMPETENT PARTY AND WHAT IS TO BE INCLUDED IN THE SPECIFIC AREAS.

WE HAVE A FURTHER COMPLICATION IN THE QUESTION "WHO IS THE FACULTY?" I AM NOT REFERRING HERE TO UNIT DETERMINATION FOR THAT CAN BE DECIDED EVEN ARBITRARILY, BUT RATHER" WHO REPRESENTS THE FACULTY?" AND HERE I REFER NOT TO THE SELECTION OF THE BARGAINING REPRESENTATIVE FOR THAT

CAN BE TAKEN CARE OF BY LAW OR BY OTHER CONVENTION, BUT RATHER "WHICH FACULTY GROUP REPRESENTS THE FACULTY ON WHAT?" AND HERE I REFER TO THE INTERSECTION OF THE QUESTIONS OF WHAT IS NEGOTIABLE WITH THE QUESTION OF UNIT DETERMINATION AND BARGAINING REPRESENTATIVE SELECTION.

NOW I SHALL COME BACK TO THESE IN DUE TIME BUT FIRST I WISH TO TALK ABOUT THE ALTERNATIVE POSSIBLE BARGAINING REPRESENTATIVES AND CONCLUDE THAT IN REALITY THERE ARE NO ALTERNATIVES. A CHRONICLE OF HIGHER EDUCATION ARTICLE LAST MAY FOUND THAT FORMAL RECOGNITION HAS BEEN GIVEN ON 254 CAMPUSES TO BARGAINING REPRESENTATIVES INVOLVING 15 PER CENT OF THE NATION'S FACULTIES, ALTHOUGH 85 PER CENT OF THAT WAS CONCENTRATED IN EIGHT STATES; BUT WE KNOW, THAT MANY HUNDREDS OF OTHER INSTITUTIONS MEET INFORMALLY WITH THEIR FACULTY ASSOCIATIONS IN INFORMAL BARGAINING.

THEORETICALLY, THE FACULTY CAN BE REPRESENTED BY: A. AN INTERNAL REPRESENTATIVE BODY. B. AN EXTERNAL REPRESENTATIVE BODY - - A CHAPTER OF A PROFESSIONAL ASSOCIATION OR C. A COMBINATION INTERNAL/EXTERNAL GROUP, SUCH AS A CHAPTER OF A COLLECTIVE BARGAINING AGENT, AND THIS IS FURTHER COMPLICATED BY THE DIVISION OF RESPONSIBILITY BETWEEN ONE OR MORE OF THESE GROUPS ON CAMPUS.

LET'S TAKE A LOOK AT A FEW OF THESE POTENTIAL GROUPS. FIRST, THE FACULTY SENATE OR COUNCIL OR ASSOCIATION, THE MOST COMMON FORM, HAS HAD ITS PROBLEMS: SOME FEEL THAT BECAUSE THE SENATE IS DEPENDENT UPON INSTITUTIONAL

APPROVAL OF SOME SORT, IT MUST BE LESS EFFECTIVE. OTHERS FEEL THAT BECAUSE THE SENATE OFTEN INCLUDES ADMINISTRATORS AND STUNDENTS, IT IS REALLY NOT REPRESENATIVE OF THE FACULTY. STILL OTHERS FEEL THAT THE SENATE HAS NO REAL TEETH, FOR IT IS A HOUSE ORGAN AND IT ATROPHIES IN THE SHADOW OF A REAL BARGAINING AGENT. TO STATE THAT THE SENATE IS NOT INTERESTED IN IMPROVING FACULTY EMPLOYMENT CONDITIONS AS BARGAINING REPRESENTATIVES WISH TO DO IS, OF COURSE, IN ERROR. THERE HAS BEEN A BLURRING OF THE DISTINCTION BETWEEN SALARY AND ACADEMIC MATTERS WHICH I WILL BRIEFLY EXPLORE IN A FEW MOMENTS.

ONE REAL ALTERNATIVE TO THE ENTIRE COLLECTIVE BARGAINING PROGRESS WOULD BE FOR INSTITUTIONS TO RECOGNIZE THEIR SENATES AS BARGAINING REPRESENTATIVES AND THEN BARGAIN WITH THEM. HOWEVER, UNLESS WE ACCEPT THE PRINCIPLE OF SHARED AUTHORITY RATHER THAN PARTICIPATORY DEMOCRACY AS HAS BEEN THE CASE WITH MANY FACULTY SENATES, THIS SOLUTION IS NOT LIKELY TO WORK. IN SHORT, WHAT I AM SUGGESTING IS THAT PERHAPS, THERE IS NO ALTERNATIVE TO COLLECTIVE BARGAINING BUT THE ALTERNATIVES COME WITH THE SELECTION OF THE BARGAINING REPRESENTATIVE, AND THAT COLLEGIALITY AS A PRINCIPLE NO LONGER WORKS <u>UNLESS</u> THE FACULTY FEELS THAT THEY HAVE REAL TEETH AND CAN SHARE IN THE FINAL DECISION JOINTLY.

LET US CONTINUE TO LOOK AT SOME OF THESE OTHER POTENTIAL BARGAINING REPRESENTATIVES. THE AAUP (AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS)

HAS BEEN TORN BY CONFLICTING GROUPS WITHIN THE ASSOCIATION ITSELF WHO SEE BARGAINING AS MORE OR LESS UNPROFESSIONAL ACTIVITY AND THE REALISTS WITHIN THE ASSOCIATION. SOMEONE ONCE REMARKED "HOW CAN THE DOWAGER LEARN THE WATUSI WITHOUT GETTING A SLIPPED DISC - IS THE MAJOR ISSUE FACING THE AAUP." SINCE 1969 THE ASSOCIATION HAS BEEN IN THE ACT AND IT CURRENTLY REPRESENTS FACULTIES AT RUTGERS UNIVERSITY, POLYTECH INSTITUTE, OAKLAND UNIVERSITY IN MICHIGAN, ST. JOHNS IN NEW YORK (ALONG WITH THE FACULTY ASSOCIATION), NEW YORK INSTITUTE OF TECHNOLOGY AND OTHERS. THERE IS A LARGE NUMBER OF CHAPTERS AT COLLEGE CAMPUSES THROUGHOUT THE UNITED STATES AND THE AAUP WILL, ACCORDINGLY, INCREASINGLY COMPETE. THERE IS, HOWEVER, A MAJOR MEMBERSHIP QUESTION, FOR SOME NON-ACADEMIC STAFF MEMBERS WHO MAY BE PART OF THE BARGAINING UNIT, MAY NOT HAVE BEEN ALLOWED TO BE AAUP MEMBERS IN THE PAST - - BUT A CHANGE OF AAUP MEMBERSHIP ALLOWANCES IS QUICKLY BECOMING A STEP IN THE WATUSI. ANOTHER ISSUE, OF COURSE, IS WILL THE COLLEGES CONTINUE TO COOPERATE WITH THE COMMITTEE "Z" ANNUAL SURVEY IF THE AAUP BECOMES INCREASINGLY MORE MILITANT AND COMPETITIVE AS A BARGAINING REPRESENTATIVE.

THE NEA (NATIONAL EDUCATION ASSOCIATION) HAS BEEN EXHIBITING INCREASED MILITANCY SINCE 1960. WHEN THE AAHE (AMERICAN ASSOCIATION OF HIGHER EDUCATION)

SPLIT AWAY FROM THE NEA, IT WAS REPLACED BY AN UMBRELLA ORGANIZATION KNOWN AS THE NHEA (NATIONAL HIGHER EDUCATION ASSOCIATION) WHICH IN TURN HAD THREE SEPARATE ORGANIZATIONS, ONE FOR TWO YEAR FACULTY MEMBERS (NFACJC - NATIONAL FACULTY ASSOCIATION FOR COMMUNITY JUNIOR COLLEGES), ONE FOR FOUR-YEAR COLLEGES FACULTY MEMBERS (NSP - NATIONAL SOCIETY PROFESSORS), AND THE (NACUA - NATIONAL ASSOCIATION FOR COLLEGE AND UNIVERSITY ADMINISTRATORS). THE ASSOCIATION HAS WON SEVERAL IMPORTANT ELECTIONS AND SEEMS TO HAVE LICKED THE "K THROUGH 12" IMAGE IT PREVIOUSLY HAD PROJECTED AS WELL AS ITS HANG-UP OVER STRIKES (in 1966 - 80 PER CENT OF ALL TEACHERS STRIKES IN THE NATION WERE WITH NEA AFFILIATES WHEREAS, THERE HAD NOT BEEN A SINGLE STRIKE FROM 1952 TO 1963 OR IN 1965 IN ANY NEA CHAPTER).

THE AFT - AMERICAN FEDERATION OF TEACHERS AND ITS AFFILIATE ORGANIZATIONS WAS ORGANIZED ORIGINALLY IN 1916 AND HAS COME INTO ITS OWN IN HIGHER EDUCATION ONLY IN THE LAST DECADE WITH THE PROSPECT FOR CONTINUED GROWTH BEING GREAT. THERE ARE SOMETHING MORE THAN 200 LOCAL CAMPUS CHAPTERS AND THEY SEEM TO BE WELL ON THE WAY TO RESOLVING THE QUESTION ON LOCAL CAMPUSES OF WHETHER IT IS "PROFESSIONAL" TO JOIN A UNION.

IN THE OCTOBER 24, 1972 ISSUE OF THE CHRONICLE OF HIGHER EDUCATION, WE FIND THESE THREE QUOTES FROM COMPETING BARGAING AGENTS AT TEMPLE UNIVERSITY: "THE ONLY THING THAT WILL GIVE POWER TO THE FACULTY SENATE IS COLLECTIVE BARGAINING "(AFT)" I'VE BECOME PERSUADED THAT WE'VE BEEN

IN AN ADVERSARY RELATIONSHIP ALL THE TIME. "(NEA), AND "WE ARE LIVING AND BREATHING BY THE GOOD GRACES OF THE BOARD OF TRUSTEES." "(AAUP). I HAVE IDENTIFIED THE SOURCES, BUT I COULD HAVE EASILY MIXED THEM UP AND IT WOULD MAKE NO DIFFERENCE.

IT REALLY DOES NOT MATTER WHICH BARGAINING REPRESENTATIVE THE INSTITUTION SELECTS. THEY ARE MORE ALIKE THAN THEY ARE DIFFERENT AND WILL BECOME INCREASINGLY SO. TO PROJECT PAST DIFFERENCES UPON THE FUTURE, IS A CLEAR ERROR AS RECENT WRITINGS FROM THE AAUP AND THE NEA VERY STRONGLY SUGGEST THE TRUTH OF THE MATTER IS THAT THESE ARE ALL REALLY BARGAINING AGENTS. THEY ARE ALL REALLY UNIONS SO WE OUGHT TO BURY THAT ISSUE AND BE DONE WITH IT. THE QUEST FOR MEMBERSHIP AND EDUCATIONAL POWER HAS HOMOGENIZED THE DIFFERENCES AMONG COMPETING GROUPS.

THE CHOICE THEN IS NOT COLLECTIVE BARGAINING OR NOT, NOR IS IT A CHOICE AMONG REPRESENTATIVES, ESPECIALLY IF YOU LOOK AT THE SUBSTANTIVE ISSUES - WHAT IS BEING SOUGHT. IN FACT, IT COULD COGENTLY BE ARGUED FROM AN OBJECTIVE ANALYSIS OF CONTRACT DEMANDS AND GAINS THAT THE FORMERLY LESS ACTIVE AND MILITANT GROUPS HAVE MADE UP FOR THEIR FORMERLY DORMANT STATE. IN FACT, AND THIS IS A PERSONAL CONCLUSION FROM FIVE YEARS OF COMMUNITY COLLEGE CONTRACT READING, THE MOST STRINGENT CONTRACTS ARE THOSE BARGAINED BY INTERNAL FACULTY ASSOCIATIONS THEMSELVES, AND I PREDICT THAT THE RESPECTIVE GROUPS WILL BECOME EVEN MORE HOMOGENEOUS IN THE FUTURE, AND AS CONTRACT PROVISIONS ARE CONTINUALLY WHIPSAWED THE CONTRACTS WILL

BECOME INDISTINGUISHABLE ONE FROM THE OTHER (AND HAVE ALREADY TO A GREAT DEGREE).

THUS I PROPOSE THAT WE STOP ARGUING OVER ALTERNATIVES TO COLLECTIVE BARGAINING OR EVEN ALTERNATIVES WITHIN COLLECTIVE BARGAINING IN TERMS OF WHICH AGENT, BUT RATHER SPEND SOME TIME, ATTENTION AND ENERGY ON SEPARATING OUT "WHO BARGAINS FOR WHOM ABOUT WHAT." THERE IS A SERIES OF MATTERS WHICH BORDERS ON BEING BOTH EDUCATIONAL POLICY AND MATTERS OF SALARY, HOURS, AND WORKING CONDITIONS. IF WE DO NOT DETERMINE WHO REPRESENTS THE FACULTY ON WHICH OF THESE ISSUES WE ARE MORE LIKELY TO HAVE INTERNAL INTERNECINE STRIFE WHICH WILL SPLIT THE FACULTY VOICE AND CAUSE GREAT PROBLEMS FOR ANYONE ASSOCIATED WITH AN INSTITUTION OF HIGHER LEARNING (INCLUDING THE ADMINISTRATION).

THERE ARE SOME WHO CLAIM THAT ANY MATTER IN AN EDUCATIONAL INSTITUTION IMPINGES IN ONE WAY OR ANOTHER ON FACULTY WORKING CONDITIONS (AND PERHAPS WE NEED A CLEARER DEFINITION OF WORKING CONDITIONS). THERE ARE OTHERS WHO WOULD STILL LIKE TO RETAIN THE SENATE OR SOME OTHER ON-CAMPUS GROUP, RETAINING A DISTINCTION SO THAT ONE GROUP REPRESENTS THE FACULTY ON EDUCATIONAL POLICIES, WHILE LEAVING THE SALARY HOURS AND WORKING CONDITIONS ISSUES TO A BARGAINING REPRESENTATIVE. LET US TAKE A LOOK AT A FEW OF THESE ISSUES WHICH I CLAIM ARE SHADES OF GRAY RATHER THAN EITHER BLACK OR WHITE:

1. ADMISSIONS POLICIES USE TO BE CLEARLY A SENATE ACADEMIC CONSIDERATION BUT SINCE THEY HAVE CONSEQUENCE ON FACULTY WORKLOAD (CLASS SIZE) THEY HAVE INCREASINGLY BEEN FOUND IN BARGAINING AGREEMENTS OR AT LEAST IN CONTRACT DEMANDS.

2. SALARIES MAY BE CLEARLY WITHIN THE SCOPE OF THE BARGAINING AGENT BUT ARE OTHER RELATED MATTERS AS CLEAR? FOR EXAMPLE, SALARIES ARE RELATED TO WORKLOAD, WHICH IS RELATED TO OPTIMUM EDUCATIONAL CLASS SIZE, WHICH MAY BE RELATED TO THE QUESTION OF DIVERSITY OF OFFERINGS, WHICH IS RELATED TO CURRICULAR POLICIES. IN THIS "HEADBONE CONNECTED TO THE NECKBONE" SEQUENCE, BEFORE YOU KNOW IT, THE BARGAINING REPRESENTATIVE EXPRESSES INTEREST IN CURRICULAR POLICIES.

3. FACULTY STUDENT RATIO OR COUNSELOR-STUDENT RATIO.

4. TOTAL TEACHING LOAD INCLUDING OFFICE HOURS, COMMITTEE ASSIGNMENTS, EXTRA CURRICULAR RESPONSIBILITIES AND TIME-OFF FOR NEGOTIATIONS.

5. CRITERIA FOR PLACEMENT ON THE SALARY SCHEDULE OR PROMOTION INCLUDING DETERMINATION OF TEACHING EFFECTIVENESS: IS THIS A SALARY OR PROFESSIONAL ITEM?

6. ACADEMIC FREEDOM - AN ACADEMIC POLICY HAS NOW FOUND ITS WAY INTO A MAJORITY OF BARGAINING AGREEMENTS.

7. OVERLOAD TEACHING WHICH MAY INTERFERE WITH ACADEMIC PERFORMANCE?

8. STANDARDS FOR STUDENT CONDUCT, DISCIPLINE, DUE PROCESS, AND GRIEVANCE MAY BUMP UP AGAINST AN ALREADY NEGOTIATED FACULTY GRIEVANCE SYSTEM AND MAY BE OBJECTED TO AS "COMPETING.'

9. TRAVEL TO PROFESSIONAL MEETINGS.

10. ADMINISTRATIVE APPOINTMENTS - THIS HAS ALREADY BEEN CHALLENGED AND MANY BARGAINING REPRESENTATIVES ARE PUTTING INVOLVEMENT IN SELECTION IF NOT ELECTION OF ADMINISTRATORS IN THEIR CONTRACT DEMANDS.

11. COLLEGE CALENDAR.

12. SIMILARLY CONDITIONS WHICH AFFECT PROFESSIONAL PERFORMANCE SUCH AS PROMOTIONS AND TENURE (LONG WON), AND COURSE SCHEDULING ASSIGNMENTS (MADE BY WHOM, BASED ON WHAT?) ALLOCATION OF SPACE, SECRETARIAL HELP, ETC. ARE BEING INCLUDED.

13. SALARY INCREMENTS - - BY PROFESSIONAL ACADEMIC MERIT OR AUTOMATIC?

14. BUDGETS AND BUDGET PRIORITIES - AS LONG AS THE SPONSOR CAN ELECT WHETHER TO FUND OR NOT FUND AN AGREEMENT, OBVIOUSLY THE BARGAINING AGENT IS INTERESTED IN THE PROCESS OF BUDGET-MAKING, BUT THE ORDERING OF BUDGET PRIORITIES IS OR SHOULD BE A MATTER OF INTEREST FOR THE ENTIRE FACULTY, AND WILL INCREASINGLY BECOME SO IN THE YEARS AHEAD.

15. GOALS AND MISSIONS AND OBJECTIVES, TO THE EXTENT THAT THESE DICTATE RESOURCE ALLOCATION, WILL INCREASINGLY BECOME A MATTER OF INTEREST AND CONTENTION.

NO ONE WOULD ARGUE THAT ALL OF THESE AFFECT THE FACULTY AS A WHOLE OR INDIVIDUAL FACULTY MEMBERS AND SO THEY SHOULD PARTICIPATE. WE HAVE NOT EVEN COMPLICATED THIS FURTHER BY ADDRESSING OURSELVES TO THE IMPORTANT QUESTIONS OF WHO ULTIMATELY REPRESENTS THE INSTITUTION, OR WHO REPRESENTS

THE INTEREST OF THE STUDENTS AND THE TAX-PAYING COMMUNITY AT THE BARGAINING TABLE. THE IMPORTANT QUESTION IS WHO IF ANY ONE GROUP HAS THE PRIMARY ROLE IN FURTHERING THEM AND IS THE FINAL SAY UNILATERAL OR JOINT? IF WE DO NOT DECIDE, WE MIGHT WELL BE SOWING IN THE SEEDS OF FUTURE FACULTY DISSENSION OR FACULTY-ADMINISTRATIVE DISSENSION. THE ALTERNATIVE THEN, IS NOT AN ALTERNATIVE TO COLLECTIVE BARGAINING OR EVEN AN ALTERNATIVE AMONG GROUPS BUT RATHER A DECISION CLEARLY MADE BY US AS TO WHO WILL REPRESENT THE FACULTY ON WHICH ISSUES. IF WE DO NOT SOLVE OR RESOLVE THAT PROBLEM, WE MAY HAVE NO ALTERNATIVE TO INCREASED STRIFE IN THE YEARS AHEAD.

Junior College Council
Middle Atlantic States
Columbia University
October 27, 1972

COLLECTIVE BARGAINING IN TWO-YEAR COLLEGES:

PROBLEMS AND TRENDS

by

G. W. Angell

I. Objectives of the Public Employees' Fair Employment Laws.

1.1 Prevent work-stoppages, i.e., assure continued public service.

1.2 Improve relationships between government and its employees, usually by increased communication and efficient handling of grievances.

Note: There is little evidence that either objective has been generally achieved.

II. Analysis of 1972 (Spring) Working Conditions for Faculties in N.Y.S. Community Colleges. (From analysis of 23 contracts together with Trustees Policies, and administrative actions) (Facts)

2.1 Areas of agreement initiated in the interests of professional employees (i.e. employees have at least had the opportunity to discuss and agree upon these conditions).

2.1.1 Salary and Fringe Benefits: Salary agreements 23/23; sick leave 19/23; cumulative sick leave 19/23; extended illness benefits 19/23; maternity leave 19/23; military leave 19/23; jury duty leave 16/23; personal leave with pay 18/23; without pay 22/23; sabbatic leave 22/23; life insurance 5/23; medical expense insurnace 19/23; disability insurance 13/23; job liability insurance 13/23; dental insurance 2/23; personal property insurance 1/23; retirement provisions 20/23; holidays and vacations for NTP 14/23.

2.1.2 Job Protection. Grievance procedures 23/23; binding arbitration 18/23; tenure 21/23; peer evaluation 21/23; limits on immediate termination 17/23; preference for full over part-time employees 13/23; advance notice of termination 10/23; severance pay 1/23; limits on transferring employees 4/23.

2.1.3 Reasonable Workload. Size of teaching load 20/23; formula for equating lab-lectures 13/23; length of employment year 23/23; number of preparations per term 13/23; work week 1/23; class size 7/23; number of consecutive classes 2/23; length of work day 8/23; reduction in teaching load for chairman 17/23; contract dates for NTP 17/23; work week for NTP 9/23; holidays and vacations for NTP 14/23.

2.1.4 Additional Income. Prior notification of job vacancies 17/23; preference for full-time faculty in employment in evening, summer, etc. 13/23; provision for research grants 3/23.

2.1.5 Reduction of Employee Expenses. Cost of private arbitration, mediation, etc. 19/23; college assume cost of printing and distributing agreement 13/23; reimbursement for physical examination 6/23; college pay rent for academic attire 7/23; tuition allowances for faculty and/or family 14/23; reimbursement for job related travel expense 17/23; reimbursement for dues in professional organizations 1/23.

2.1.6 Academic Freedom. General clause 19/23; faculty select own teaching materials 4/23; faculty access to personnel files 18/23.

2.1.7 Faculty privileges (not listed elsewhere). Parking privileges 15/23; consultation prior to cancellation of classes during bad weather 6/23; size of office space 7/23; tax sheltered annuity program 13/23; faculty control of copyrights 4/23; consultation prior to calendar changes 15/23; seniority rights in class schedules 3/23.

2.1.8 Union Privileges. Automatic renewal of agreement 5/23; contract reopener 16/23; use of college facilities (office) 19/23; access to college information 13/23; periodic discussion with top management 14/23; attend board meetings 10/23; reduction in load for union representative 6/23; release time for union representatives 11/23; college contribution to union welfare fund 1/23 (CUNY).

2.2 Areas of agreement initiated in the interests of management.

2.2.1 Assure reasonable level of service. Length of employment year 23/23; minimum office hours 19/23; minimum committee assignments 8/23; required attendance at meetings and ceremonies, registration, etc. 17/23; required return from sabbatic leave 20/23; method of cancelling tenure 20/21; administrative evaluation of teaching 18/23; student evaluation of teaching 1/23; restriction of outside employment 17/23; administrative approval for advanced study during work hours 2/23.

2.2.2 Management Rights. General statement 20/23; assign class hours 11/23; reduce work force 20/23; create new positions outside bargaining unit 5/23; limit time to accept reappointment 15/23; control copyrights and patents 4/23; right to select teaching materials 7/23; assign offices 11/23; limit number of sabbatic leaves 13/23; mandate retirement 13/23 (8 at 70; 5 at 65).

III. Current Bargaining Issues.

Changes Made in the Eight Most Recent Contracts
(Summer-Fall, 1972)

Items	Gains	
	Union	Management
Teaching Load	7	8
Office Hours		2
Leaves with Pay	10	
Tenure		1 (increase probation from 3 to 5 yrs.)
Special Expenses (acad. garb, etc.)	3	1
Insurance	5	
Retirement Provision	1 (tax sheltered annunity)	1 (lowered mandatory age to 65 from 70)

Notes 1. Management is clearly attempting to increase "productivity" and is willing to "give up" dollar items in order to gain more "control".

2. Union sees dollars as most important goals - but teaching load is considered almost as important.

IV. Areas of Concern.

4.1 Is the Campus losing its authority to make decisions?

. To county legislatures?
. To county executives?
. To arbitrators?

4.2 Is the College becoming an agent of politics?

. By legislatures resolving impasses (Taylor Law)?
. By Trustees seeking new State Laws to control scope of bargaining?
. By faculty negotiating directly with government officials?

. By union newspapers publicizing grievances and internal problems?
. By politicians' intervention in campus affairs and using them as campaign issues?

4.3 Is Campus Governance becoming unwieldy and inefficient?

. By Faculty Senate and Faculty Union both representing same constituency?
. By Faculty Senate and Faculty Union arguing over jurisdiction?
. By Faculty Senate and Faculty Union having different types of leadership?
. By President having to check with government officials before making decisions?
. By Trustees' unwillingness to accept responsibility for bargaining?

4.4 Is "Education" being forgotten in the battles for dollars and "control"?

4.5 Are student gains in the '60's being lost by bargaining in the '70's?

4.6 Are colleges losing prestige and support because the bargaining process exposes the human frailities of both teachers and administrators?

4.7 Can campuses meet new requirements for increased productivity, changes in programs, and staffing flexibility?

V. Common Goals (possibly trends).

5.1 Re-establish the role and authority of Trustees (and thus the President).

5.2 Create viable methods of "prior consultation" between administration and faculty.

5.3 Strengthen collegial governance and separate it from contracts and grievances.

5.4 Negotiate simple, efficient grievance procedures that permit arbitration only on procedural (not substantive) issues.

5.5 Develop sophisticated negotiating teams for both management and union.

5.6 Negotiate broad policy encouraging administrators to be imaginative and cooperative, omitting detail - otherwise administrative jobs will attract "managers".

5.7 Exclude management officials from union membership.

5.8 Create viable role for students in campus governance to prevent unnecessary spawning of divergent unions.

VI. Obstacles.

6.1 Intransigence of government officials.

6.2 Modesty of Trustees.

6.3 Pride and rigidity of administrators.

6.4 Rising power and sophistication of students.

6.5 "De-moralization" of the profession (lack of professional ethic).